

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 10th day of November in the year of our Lord one thousand nine hundred & eight, between F. G. Pearson and Ora M. Pearson his wife of Lincoln Township in the County of Douglas and State of Kansas, of the first part, and _____ of the second part:

L. S. Hughes Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty Two Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

The South half of the North West quarter of Section Thirteen (13) Township Fifteen (15) Range Twenty (20) containing Eighty (80) Acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part es of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty Two Hundred Dollars according to the terms of one certain promissory note this day executed

and delivered by the said parties of the first part to the said part y of the second part payable Five years after date with interest at six per cent per annum payable semi annually with the privilege of paying \$100⁰⁰ or any multiple thereof at any interest payment, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

F. G. Pearson [SEAL]

Ora M. Pearson [SEAL]

[SEAL]

STATE OF KANSAS,

County of Franklin } ss.

WE IT REMEMBERED, That on this 10th day of Nov. A. D. 1908, before me,

a Notary Public in and for said County and State, came

F. G. Pearson and Ora M. Pearson

his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 17th April 1911

J. F. Preshaw

Notary Public.

Filed for Record the 27 day of Nov. A. D. 1908, at 9³⁰ o'clock A. M.

Alv. Armstrong Register of Deeds.
By Chas. C. Armstrong Deputy.

(The following is entered on the original instrument)
 1908 Nov. 13 Mortgage to F. G. Pearson and Ora M. Pearson
 for the purchase of the above described premises
 the 13th day of March 1913 of L. S. Hughes
 Attorney at Law

Recorded
 March 13 1913

Lloyd L. Lawrence
 Register of Deeds.